

MASHANTUCKET PEQUOT TRIBAL NATION
MUTUAL CONFIDENTIALITY AGREEMENT

WHEREAS, _____, (“Company”) has requested, and/or may request or have access to certain “confidential information,” (as defined below) of the Mashantucket Pequot Tribal Nation (“MPTN”) including, but not limited to, confidential information of the Mashantucket Pequot Gaming Enterprise d/b/a Foxwoods Resort Casino (“Foxwoods”)(hereinafter Foxwoods and MPTN shall be collectively referred to as “MPTN”) (the parties collectively shall be referred to as “the Parties”), and

WHEREAS, MPTN has requested and/or may request or have access to certain “confidential information”, (as defined below) of Company; and

WHEREAS, the Parties agree to provide each other with such Confidential Information only if each party agrees to protect and preserve the confidentiality thereof in accordance with the terms set forth below.

WHEREAS, each Party is willing to disclose its Confidential Information to the other under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing, the terms and conditions set forth below and other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The party disclosing said Confidential Information shall be known as the “Disclosing Party”. The party receiving said Confidential Information shall be known as the “Receiving Party”.
2. The Parties may receive or have access to confidential and/or proprietary information from the Parties which may include, but is not limited to, matters regarding its operations, retail operations, financial records, reports, cartography, data and analyses, marketing information, patron and customer data and business plans, proposals and objectives concerning such Party’s business operations generally, as well as the content and nature of any discussions between the Parties regarding the business opportunity (“Business Opportunity”) contemplated by the Parties (the “Confidential Information”). Confidential Information will not be forwarded until after this Agreement has been executed by the Parties. The Parties are hereby authorized to use the Confidential Information solely in connection with the proposed Business Opportunity.
3. The Receiving Party shall not, directly or indirectly, (i) use the Confidential Information or any part thereof beyond the scope of the authority granted by the Disclosing Party, or (ii) disseminate, disclose or in any way reveal the Confidential Information or any part thereof provided, however, that (1) Confidential Information may be disclosed to employees, officers or other representatives of the Disclosing Party who need to know such information for the purpose as set forth above and (2) a disclosure of such Confidential Information may be made if required by law or by order of a court of competent jurisdiction or if the Parties consents to such disclosure in writing. The Company shall communicate the requirements of this Agreement to any and all employees, officers, directors or other

representatives (“the Parties Representatives”) of the Parties who must be aware of the Confidential Information. The Parties Representatives shall, prior to the release of the Confidential Information, agree to be bound thereby. The Parties will make all reasonable efforts to safeguard the Confidential Information from disclosure to anyone other than as permitted hereby and will be responsible for any breach of this Agreement by any of the Parties’ Representatives.

4. In the event that the Parties or any of their Representatives becomes required to disclose any Confidential Information under the terms of a subpoena or order of a court of competent jurisdiction or by a governmental or administrative body, the Parties may disclose such Confidential Information as you are advised in writing by counsel must be disclosed and the Parties agree to (i) the extent reasonably practicable and permitted by law, to immediately notify the Parties of the existence, terms and circumstances surrounding such a requirement, (ii) consult with the Parties on the advisability of taking legally available steps to resist or narrow such requirement and (iii) if disclosure of such information is required, take reasonable steps, at the Parties’ request and expense, to attempt to obtain or help the Parties obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the disclosed information which the Parties so designates.

5. Upon written request of the Parties, the Parties will promptly, and in no event in less than thirty days, return to the Parties all copies of the Confidential Information in the Parties’ possession or in the possession of the Parties Representatives, and the Parties will destroy all copies of any analyses, compilations, studies, reports, or other documents prepared by the Parties or for its use containing or reflecting any Confidential Information and at the Parties request certify in writing to the Parties that such Confidential Information has been destroyed.

6. It is further understood and agreed that no failure or delay in exercising any right, power or privilege nor any single or partial exercise thereof, operate as a waiver of the rights reserved in this Agreement.

7. The Parties represent that they have the full right, power and authority to enter into this Agreement, which is executed by a duly authorized officer thereof, whose execution hereof shall be binding upon such person individually and on behalf of the Parties.

8. Breach of this Agreement shall immediately entitle the Parties to any and all remedies available to it at law and in equity, including but not limited to, commencing an action to enjoin any threatened or impending disclosure or use of Confidential Information by the Parties or any the Parties Representative.

9. Any and all disputes as they may arise under or relate to this Agreement shall be subject to the jurisdiction of MPTN Tribal Court. This Agreement shall be interpreted and construed in accordance with the laws of MPTN. The parties waive any objection they may have to entry of judgment of MPTN Tribal Court award or judgment in any other Court having jurisdiction thereof.

10. Company's obligations arising under this Agreement shall survive the termination of this Agreement for one year, or for two years from the date of execution of this Agreement, whichever is longer.

11. This Agreement expresses the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments and understandings. Facsimile signatures are deemed to be equivalent to original signatures for purposes of this Agreement. This Agreement shall not be modified or changed in any manner except in writing signed by the duly authorized representatives of both parties.

12. The Parties will immediately notify the Parties upon discovery of any unauthorized use or disclosure of Confidential Information and will cooperate in any reasonable way to help the Parties regain possession of the Confidential Information and prevent unauthorized use.

MASHANTUCKET PEQUOT
TRIBAL NATION

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____